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 WATER RIGHTS

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**UNITED STATES FIDELITY AND GUARANTY COMPANY**  
 BALTIMORE, MARYLAND

No. 71-0170-11277-82-7

\$ 3,000.00

**Know all Men by these Presents:**

That we Steve Wilkinson  
 of McKinnon, Wyoming 82938, Utah, as Principal and UNITED STATES FIDELITY AND  
 GUARANTY COMPANY, a corporation of Baltimore, Maryland, duly authorized to do a surety business  
 in the State of Utah, as Surety, are held and firmly bound unto State of Utah-State Engineer  
 in the penal sum of

THREE THOUSAND AND NO/100-----Dollars (\$ 3,000.00-----)  
 lawful money of the United States for the use of whomsoever it may concern, for which sum well and  
 truly to be paid, the said Principal hereby binds himself, his heirs, executors, administrators and assigns,  
 and the said Surety binds itself, and successors, jointly and severally, firmly by these presents.

In Witness Whereof, the said Principal hereunto sets his hand and said Surety has caused these  
 presents to be signed this 8th day of July 1982

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the above bounden  
 Principal has been duly Appointed to the office of Water Commissioner  
in and for Burnt Fork - Birch Creek & W. Fork  
Fork Beaver Creek  
 for a term of One year, beginning on May 1, 1982  
 and ending on May 1, 1983

Now, Therefore, if the said Principal shall well, truly and faithfully perform all official duties now  
 required of him by law and also such additional duties as may be imposed on him by any law of the  
 State, subsequently enacted, and if he shall account for and, except as hereinafter provided, pay over and  
 deliver to the person or officer entitled to receive the same, all moneys or other property that may come  
 into his hand as such Water Commissioner, then this  
 obligation to be null and void and of no effect; otherwise to be and remain in full force and virtue.

It is understood and agreed, and this bond is given and accepted on the condition and subject to the  
 provision that the Surety shall in no way be held liable for any loss, costs, damages or expenses of any  
 kind resulting from the failure or insolvency of any bank in which funds have been deposited, when  
 such bank has been designated by the State Depository Board pursuant to the provisions of Chapter 47,  
 Session Laws of Utah, 1933, as a regular depository or limited depository; and any failure of the  
 Principal to pay over or deliver any moneys lost by reason of the failure or insolvency of any such bank  
 shall not constitute a breach of the condition of this bond.

It is further understood and agreed that the Surety may, if it shall so elect, cancel this bond by  
 giving thirty (30) days notice in writing to State of Utah - Division of Water Rights

and this bond shall be deemed canceled  
 at the expiration of said thirty (30) days, the Surety remaining liable for all or any act or acts covered  
 by this bond, which may have been committed by the Principal up to the date of such cancellation; and  
 the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the  
 premium paid, less a pro rata part thereof for the time this bond shall have been in force.

WITNESS:

Steve Wilkinson

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Jon S. Way  
 Attorney-in-Fact  
 Jon S. Way

STATE OF UTAH  
CITY AND COUNTY OF SALT LAKE,

} ss:

Jon S. Way being first duly sworn,  
on oath deposes and says, that he is the attorney-in-fact of UNITED STATES FIDELITY AND  
GUARANTY COMPANY, and that he is duly authorized to execute and deliver the foregoing obligation;  
that said Company is authorized to execute the same, and has complied in all respects with the laws of  
Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Jon S. Way  
Subscribed and sworn to before me July 8, 1982

(Date)

Dehila Parkin  
Notary Public

My commission expires 12-31-83